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Attorney for Plaintiff Li

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO

)
DR. YEBO LI)
)
)
Plaintiff,)
)
)
v.) **Case No.** _____
)
)
HempRise, LLC)
)
and)
)
Guilin Layn Natural Ingredients Corporation)
)
)
Defendants.)
)

COMPLAINT

Plaintiff Dr. Yebo Li, by counsel and for his Complaint seeking judgment against the Defendants HempRise, LLC and Guilin Layn Natural Ingredients Corporation, states as follows:

PARTIES

1. Plaintiff Yebo Li (“Plaintiff”) is, and was at all times relevant to this action, a resident of Powell, Ohio. Li’s was employed by Defendants in until about August 13, 2021, when his employment was terminated after he requested use of his contractually negotiated vacation

time. Plaintiff has suffered loss of earnings as a result of the termination of his employment with Defendants.

2. Defendant HempRise, LLC (“HempRise”) was, at all times relevant to this action a citizen of Jeffersonville, Indiana, the employer of Plaintiff. Defendant HempRise operated a facility in Ohio for the majority of the time they employed Plaintiff.

3. Defendant Guilin Layn Natural Ingredients Corporation (“Layn”) is and was, at all times relevant to this action, the parent company of Defendant HempRise and a citizen of Guilin, Guanxi Province, China.

4. The president of Defendant Layn, Elaine Yu, signed the offer of employment letter to Plaintiff attached as Exhibit A.

JURISDICTION AND VENUE

5. This court has jurisdiction over the claims in this complaint pursuant to 28 U.S.C. § 1332 (diversity of citizenship).

6. Venue is proper under 28 U.S.C. § 1391(b)(2).

FACTS

7. On or about December 19, 2019, Plaintiff and Defendants entered into a written employment agreement, (See Exhibit A).

8. On or about January 2, 2020, Plaintiff, in accordance with the written employment agreement, began working for Defendants as Vice President of HempRise and continued to work for them until on or about August 13, 2021, when his employment with the Defendants was terminated.

9. Defendant HempRise is a subsidiary of Defendant Layn and focuses its business on applications of hemp and CBD oil including food, beverages, cosmetics, pet food, and

nutraceuticals.

10. Defendant Layn is the parent company of Defendant HempRise and engages in the business of applications of plant-based products including sweeteners, food, beverages, pet food, and nutraceuticals.

11. In addition to a \$250,000.00 annual salary, Plaintiff's compensation package also included an annual bonus of \$50,000.00.

12. After Plaintiff's termination, Defendants did not pay Plaintiff's a pro rata share of the \$50,000.00 bonus.

13. Plaintiff's contract also included three weeks of vacation time per year.

14. When Plaintiff attempted to take ten available days of vacation time from August 11, 2021 to August 20, 2021, Defendants terminated Plaintiff's employment.

15. Terminating Plaintiff's employment in response to Plaintiff requesting contractually allotted vacation time was in breach of the employment contract.

16. Upon Plaintiff's termination, Defendants did not pay Plaintiff any of his unused vacation pay.

17. Plaintiff has lost significant earnings as a result of the breach of contract.

LEGAL CLAIMS

COUNT I BREACH OF CONTRACT

18. Plaintiff incorporates the foregoing paragraphs of this Complaint as if fully set forth herein.

19. Defendants offered a contract for Plaintiff's employment with Defendants and Plaintiff accepted Defendants offer of employment and the negotiated terms. (See exhibit A)

20. Plaintiff's contract of employment with Defendants includes the following provisions:

- a. In addition to a base salary of \$250,000.00, Plaintiff was to be paid an annual bonus of \$50,000.
 - b. Plaintiff was to receive three weeks of vacation time each year.
21. Defendants breached Plaintiff's contract in one or more of the following ways:
- a. Defendants failed to pay Plaintiff's pro rata share of his earned bonus.
 - b. Defendants failed to pay Plaintiff his earned vacation.
 - c. When, in August 2021, Plaintiff attempted to use some of the contractually allotted vacation time, Defendants, in breach of the employment agreement, terminated Plaintiff's employment.

22. As a direct result of Defendants' breaches of the employment contract as set forth in this Complaint, Plaintiff suffered significant economic losses and, therefore, seeks recovery for his loss of earnings and other damages of an economic nature.

COUNT II
Untimely Payment of Wages (O.R.C. § 4113.15)

23. Plaintiff incorporates the foregoing paragraphs of this Complaint as if fully set forth herein.

24. Plaintiff's contract provided that, in addition to Plaintiff's base salary, Defendants were to pay to Plaintiff a 20% bonus.

25. Defendants have failed to pay Plaintiff his pro rata share of his bonus owed for 2021.

26. Defendants have failed to pay Plaintiff his earned vacation pay.

27. An amount of time greater than the thirty days has passed since the pro rata share of the bonus was due to Plaintiff.

28. The non-payment of the pro rata share of Plaintiff's 2021 bonus is in violation of ORC 4113.15.

29. The non-payment of Plaintiff's earned vacation pay is in violation of ORC 4113.15.

30. As a result of the violations, Plaintiff has suffered and seeks recovery for his financial losses in addition to interest, penalties, liquidated damages, and attorney's fees and costs.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court enter judgment in his favor, and against Defendants, jointly and severally, for damages and as alleged herein including compensatory damages, liquidated damages, economic damages, lost wages, and award Plaintiff the expenses he reasonably incurs in the pursuit of just resolution of this matter, including reasonable attorneys' fees, expert witness fees, and pre-judgment and post-judgment interest.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues involved herein.

Date: 08/08/22

Respectfully submitted,

s/ *Michael L. Fradin*
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